

TABLE OF CONTENTS

PART I

Page

SECTION A

SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

A. 1	Standard Form 1449 Solicitation/Contract/Order For Commercial Items	1
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SECTION B

PRICE SCHEDULE

B.1	Price Schedule.....	3
B.2	Price Schedule for Option(s) to Extend the Contract.....	4

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1	Statement of Work.....	9
C. 2	Deliverables	15
C.3	Inspection Requirements	17

SECTION D

CONTRACT ADMINISTRATION/SPECIAL CONTRACT REQUIREMENTS

D. 1	Term of Contract	20
------	------------------------	----

	Page
D.2 Obligations of Funds	20
D.3 Payment Adjustments for Services not meeting Contract Requirements.....	20
D.4 Key Personnel	22
D.5 ORO G20 Contracting Officer's Representative (COR) (MAY).....	22

SECTION E

CONTRACT TERMS AND CONDITIONS

E.1 52.212-4 Contract Terms and Conditions – Commercial Items (May 1999).....	24
E.2 52.212-5 Contract Terms and Conditions Required to Implement Statues or Executive Orders – Commercial Items (AUG 2000) Alternate I (FEB 2000).....	28
E.3 52.217-8 Option to Extend Services (NOV 1999).....	31
E.4 52.217-9 Option to Extend the Term of Contract.....	31
E.5 ORO H35 Safety and Health (MAY 1997).....	32
E.6 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984).....	32
E. 7 FAR 52.243-1 Changes - Fixed Price (Alternate I).....	33

SECTION F

CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Attachment 1: Wage Determination under the Service Contract Act.....	35
Attachment 2: 52.212-3 Offeror Representations and Certifications – Commercial Items (FEB 2000) Alternate III (JAN 1999).....	36

PART II**Page****SECTION G****SOLICITATION PROVISIONS**

G.1	52.216-1 Type of Contract (APR 1984).....	43
G.2	52.237-1 Site Visit (APR 1984).....	43
G.3	Site Tour/Registration.....	43
G. 4	52.212-1 Instructions to Offerors – Commercial Items (MAR 2000).....	44
G. 5	Additional Proposal Instruction to Offerors - Commercial Items.....	48
G.6	52.212-2 Evaluation – Commercial Items (JAN 1999).....	50

SECTION B
PRICE SCHEDULE

B.1 Price Schedule

B.2 Price Schedule for Option(s) to Extend the Contract

PRICE SCHEDULE

B.1






Grounds Maintenance Services - BASE Year


PRICE	DESCRIPTION			UNIT	EXTENDED PRICE
	FIXED-PRICE				
\$_____	per month for providing grounds maintenance services for the following four facilities: (1) Joe L. Evins Federal Building; (2) 2714 Building Complex; (3) 55 Jefferson Circle Building; (4) 1916-T2; (5) West Gatehouse; and (6) Scarboro Gatehouse.	X	12	months	\$_____
\$_____	per man-hour for weed eating	X	40	hours	\$_____
TOTAL FIXED PRICE					
OPTION/ PRICE	SERVICES TO BE PERFORMED ON AN AS NEEDED BASIS AT OTHER OR SITES			UNIT	FIXED HOURLY RATE
A.1 \$_____	per man-hour for providing grass cutting		☞	per hour	\$_____
A.2 \$_____	per man-hour for providing for edging		☞	per hour	\$_____
A.3 \$_____	per man-hour for raking of leaves		☞	per hour	\$_____
A.4 \$_____	per man-hour for trimming shrubbery		☞	per hour	\$_____
A.5 \$_____	per man-hour for weed eating		☞	per hour	\$_____

☞ To be ordered as needed via a written task order issued by a Contracting Officer






B.2 OPTION(S) TO EXTEND THE CONTRACT


Option I: Grounds Maintenance Services - Option Year I

PRICE	DESCRIPTION			UNIT	EXTENDED PRICE
	FIXED-PRICE				
\$_____	per month for providing grounds maintenance services for the following four facilities: (1) Joe L. Evins Federal Building; (2) 2714 Building Complex; (3) 55 Jefferson Circle Building; (4) 1916-T2; (5) West Gatehouse; and (6) Scarboro Gatehouse.	X	12	months	\$_____
\$_____	per man-hour for weed eating at other Oak Ridge Sites	X	40	hours	\$_____
TOTAL FIXED PRICE					
OPTION/ PRICE	SERVICES TO BE PERFORMED ON AN AS NEEDED BASIS AT OTHER OR SITES			UNIT	FIXED HOURLY RATE
B.1 \$_____	per man-hour for providing grass cutting			per hour	\$_____
B.2 \$_____	per man-hour for providing edging			per hour	\$_____
B.3 \$_____	per man-hour for raking of leaves			per hour	\$_____
B.4 \$_____	per man-hour for trimming shrubbery			per hour	\$_____
B.5 \$_____	per man-hour for weed eating			per hour	\$_____






 To be ordered as needed via a written task order issued by a Contracting Officer

Option 2: Grounds Maintenance Services - Option Year II

PRICE	DESCRIPTION			UNIT	EXTENDED PRICE
	FIXED-PRICE				
\$_____	per month for providing grounds maintenance services for the following four facilities: (1) Joe L. Evins Federal Building; (2) 2714 Building Complex; (3) 55 Jefferson Circle Building;(4) 1916-T2; (5) West Gatehouse; and (6) Scarboro Gatehouse.	X	12	months	\$_____
\$_____	per man-hour for weed eating at other Oak Ridge Sites	X	40	hours	\$_____
TOTAL FIXED PRICE					
OPTION	SERVICES TO BE PERFORMED ON AN AS NEEDED BASIS AT OTHER OR SITES			UNIT	FIXED HOURLY RATE
C.1 \$_____	per man-hour for providing grass cutting			per hour	\$_____
C.2 \$_____	per man-hour for providing edging			per hour	\$_____
C.3 \$_____	per man-hour for raking of leaves			per hour	\$_____
C.4 \$_____	per man-hour for trimming shrubbery			per hour	\$_____
C.5 \$_____	per man-hour for weed eating			per hour	\$_____






 To be ordered as needed via a written task order issued by the Contracting Officer

Option III: Grounds Maintenance Services - Option Year III

PRICE	DESCRIPTION			UNIT	EXTENDED PRICE
	FIXED-PRICE				
\$ _____	per month for providing grounds maintenance services for the following four facilities: (1) Joe L. Evins Federal Building; (2) 2714 Building Complex; (3) 55 Jefferson Circle Building; (4) 1916-T2; (5) West Gatehouse; and (6) Scarboro Gatehouse.	X	12	months	\$ _____
\$ _____	per man-hour for weed eating at other Oak Ridge Sites	X	40	hours	\$ _____
TOTAL FIXED PRICE					\$ _____
OPTION	SERVICES TO BE PERFORMED ON AN AS NEEDED BASIS AT OTHER OR SITES			UNIT	FIXED HOURLY RATE
D.1 \$ _____	per man-hour for providing for grass cutting			per hour	\$ _____
D.2 \$ _____	per man-hour for providing edging			per hour	\$ _____
D.3 \$ _____	per man-hour for raking of leaves			per hour	\$ _____
D.4 \$ _____	per man-hour for trimming shrubbery			per hour	\$ _____
D.5 \$ _____	per man-hour for weed eating			per hour	\$ _____

 To be ordered as needed via a written task order by a Contracting Officer

Option IV: Grounds Maintenance Services - Option Year IV

PRICE	DESCRIPTION			UNIT	EXTENDED PRICE
	FIXED-PRICE				
\$ _____	per month for providing grounds maintenance services for the following four facilities: (1) Joe L. Evins Federal Building; (2) 2714 Building Complex; (3) 55 Jefferson Circle Building; (4) 1916-T2; (5) West Gatehouse; and (6) Scarboro Gatehouse.	X	12	months	\$_____
\$_____	per man-hour for weed eating at other Oak Ridge Sites	X	40	hours	\$_____
TOTAL FIXED PRICE					
OPTION	SERVICES TO BE PERFORMED ON AN AS NEEDED BASIS AT OTHER OR SITES			UNIT	FIXED HOURLY RATE
E.1 \$ _____	per man-hour for providing grass cutting			per hour	\$_____
E.2 \$ _____	per man-hour for providing edging			per hour	\$_____
E.3 \$ _____	per man-hour for raking of leaves			per hour	\$_____
E.4 \$ _____	per man-hour for trimming shrubbery			per hour	\$_____
E.5 \$ _____	per man-hour for weed eating			per hour	\$_____

 To be ordered as needed via a written task order by a Contracting Officer

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Statement of Work

C. 2 Deliverables

C.3 Inspection Requirements

C.1 STATEMENT OF WORK

SECTION C STATEMENT OF WORK

1.0 Introduction

The contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth as furnished by the Government in this performance work statement) and otherwise do all things necessary for, or incident to, the performance of ground maintenance services (see Section 5.0) at facilities (see Section 3.0) owned, operated, or occupied by the Department of Energy Oak Ridge Operations Office (DOE/ORO) in the vicinity of Oak Ridge, Tennessee.

2.0 Background

Grounds maintenance services at DOE/ORO facilities is performed under the oversight of the DOE/ORO Facility Manager as part of the mission of the Information Resources Management Division under the Assistant Manager for Administration. Grounds maintenance is one of several Facility Management tasks utilized to protect the Government investment in the facility while enhancing worker safety by maintaining a neat and well groomed appearance. Planters are maintained in strategic locations to enhance facility security without detracting from the overall facility appearance.

3.0 Scope

The contractor shall provide grounds maintenance services as described in Section 5.0 at the following facilities:

	Joe L. Evins Federal Building	2714 Building Complex	55 Jefferson Circle Building	1916-T2 Building	West End Gatehouse	Scarboro Gatehouse	Total
Total grounds area in acres	14.97	12.02	.80	6.54	.64	.42	35.39
Total area to be cut, fertilized, and herbicided, per square feet	303,400	366,818	32,746	73,798	27,939	18,153	822,154
Total area to be trimmed and edged per linear feet	10,484	384	2,562	0	200	200	13,830
Total area to be policed per square feet	652,200	524,758	35,128	700,000	45,000	8,000	1,865,086
Total shrubbery to be trimmed (each)	884	81	145	0	25	0	1,140
Total planter and shrubbery beds to be weeded, fertilized, and mulched per square feet	3,922	981	2,382	0	250	0	7,535
Total trees (each)	95	41	24	0	2	3	165

The information on the ground areas to be serviced described in the table above provide the contractor with a general estimate of the grounds statistical data and scope of work. (The contractor is responsible for visiting sites prior to bid to verify dimensions and quantities as well as current site condition. FAR 52.237-1, Site Visit)

Performance of Work Shall Occur as Follows: (1) Work shall be performed normally during regular working hours, 7 a.m. to 5 p.m., Monday through Friday, Federal holidays excluded. However, the contractor may perform work at other times as approved by the Contracting Officer's Representative (COR) or the Alternate Contracting Officer's Representative (COR). All work must be performed at an appropriate time so as not to interfere with the agency's activities. No work shall be performed on weekends when the Government has no force on duty available for the inspection of the contractor's work unless prior approval of the COR or Alternate COR. Such arrangements shall be at no additional expense to the Government.

Supervision

The contractor shall arrange for satisfactory supervision of the contract work. The contractor or his supervisors shall be available at all times, when the majority of the contract work is in progress, to receive notices, reports, or requests from the COR or its Alternate COR. It is the policy of DOE that Government direction or supervision of the contractor's employees, directly or indirectly, shall not be exercised. A person shall be designated in writing who has authority to act for the contractor on a day-to day basis.

Supplies, Materials, Equipment, Tools and Utilities

Furnished by the Government

- S Electrical power at existing outlets for the contractor to operate such equipment as is necessary to conduct work required by this performance work statement.
- S Water as necessary, limited to the normal water supply provided by the buildings.
- S Limited space on the premises can be made available to the contractor for the storage of his bulk supplies and equipment used in performance of required work upon request to the COR or Alternate COR.
- S The Government will not be responsible in any way for damages to the contractor's stored supplies, materials, or equipment kept in the building or on premises; or the personal belongings of the contractor's employees brought into the building, occasioned by fire, theft, accident, or otherwise.

Furnished by the Contractor

- S The contractor shall provide capable employees, trained, and qualified in grounds

maintenance type work. The contractor shall have a full staff beginning the first day of work under the contract, and initially not less than 50 percent of the staff shall be trained and experienced grounds maintenance personnel who will exhibit the capability of operating with a minimum of supervision. The remainder of the staff shall be fully trained and qualified within 30 days after the initial starting date. All personnel will receive close and continuing first-line supervision by the contractor.

- S** The contractor shall furnish all supplies, materials, and equipment necessary for the performance of the work unless otherwise specified in this performance work statement. These supplies and materials shall be of a quality to conform with applicable Federal Specifications. Five work days prior to the starting date of the contract, or as required, the contractor shall submit to the COR or Alternate COR a list of and a Material Safety Data Sheet for each chemical or material used, and intended use of each of the materials that he proposes to use in the performance of the work, and he shall not use any material which the COR or Alternate COR determines would be unsuitable for the purpose or harmful to the surfaces to which applied. The contractor shall also submit to the COR or Alternate COR formal written documentation that the employer has provided information to their employees about the hazardous chemicals to which they are exposed, by means of a hazard communication program, labels, and other forms or warning, material safety data sheets, and information and training. The contractor shall maximize recycling and reduction of waste and ensure compliance with the Resource Conservation and Recovery Act (RCRA).
- S** Any material which the COR or Alternate COR suspects of not meeting Federal Specifications shall be treated by a recognized testing laboratory at the contractor's expense. A copy of the laboratory report giving the results of the test and sample of each product, if requested, shall be submitted to the COR or Alternate COR. These products shall meet the requirements established by applicable Federal Specifications or be considered unacceptable for use.
- S** All necessary equipment needed for the performance of the work of this contract shall be furnished by the contractor. Such equipment shall be of the size and type customarily used in the commercial industry and shall meet the approval of the COR or Alternate COR. Defective equipment shall be repaired or replaced within 72 hours.
- S** The contractor shall inspect, maintain, and ensure that all equipment and tools used for this contract are safe and adequate for the purposes intended. All equipment shall be in accordance with OSHA standards. Equipment shall be utilized only for the purpose for which it was designed. Any modifications, extensions, replacement parts, or repairs of equipment shall maintain at least the same factor of

safety as the original equipment.

- S** The contractor shall procure, at his own expense, all necessary licenses and permits and shall conform to all laws, regulations, and ordinances applicable to performance of the contract.

Quality of Services Performed

Services performed under this contract shall be subject to the inspection and approval by the COR or Alternate COR at any time. First quality work will be required and careless performance of work will not be tolerated. Unsatisfactory work will be called to the attention of the contractor. The contractor will be required to correct all unsatisfactory work at no additional cost to the Government.

Responsibility

The contractor shall be responsible for any damage to Government property resulting from performance of the contract and shall make every effort to protect the property. Any damages occurring shall be repaired or replaced by the contractor to a satisfactory condition. It is of the utmost importance that the contractor utilizes skilled and productive manpower in order to satisfactorily furnish the required level of services specified in this contract. Failure on the part of the contractor to utilize skilled and productive manpower may produce unsatisfactory results which may cause the Government to make deductions from the contractor's monthly payment for unsatisfactory work or work not accomplished. (See D.3 Payment Adjustments)

4.0 Performance-Based Requirements (tasks)

The contractor shall provide the services outlined, at the frequencies specified in this Performance Work Statement for the following facilities: (1) Joe L. Evins Building, (2) 2714 Building Complex, (3) 55 Jefferson Circle Building, (4) 1916T-2 Building; (5) West End Gatehouse; and (6) Scarboro Gatehouse. The Contracting Officer may issue a written task order to perform some of these services at other locations in the Oak Ridge vicinity area. The Government shall pay the contractor at the established hourly rate for the number of hours ordered in the respective years of performance for optional services (See Section B, Optional Services).

- S** Cutting of Lawn: Mow lawn and trim grass growing along sidewalks, shrub beds, buildings, and other structures to maintain a height of 2 inches to 3 inches and a well-groomed appearance at all times. It is estimated that grass mowing will be

required approximately 35 times per building during the growing season, which is March through October.

- S Trimming and Edging: Grass shall be edged and trimmed back even with the edge of the sidewalk and curbs (as necessary) to maintain a neat appearance. Joints in paved areas shall be free of vegetation. Chemicals may be used to accomplish and obtain desired results; however, such must be approved by the COR or Alternate COR.
- S Policing of Grounds: All grounds where any work is performed shall be policed at the end of each work day. Stones, sticks, tree branches, paper, and other debris shall be picked up and removed from the premises. All driveways, parking areas and sidewalks where grass trimmings are evident shall be swept and grass trimmings and other debris removed from the premises.
- S Shrubbery:
 - S All shrubbery shall be trimmed as often as necessary to present a neat and well-groomed appearance at all times. Shrubs shall be pruned, using good commercial practices, of dead, diseased or damaged branches. Wounds from cutting larger than 1 inch in diameter shall be painted with tree wound paint.
 - S All dead shrubs shall be removed when directed by the COR or the Alternate COR and replaced with equal. Stumps shall be cut at least 3 inches to 5 inches below ground level when such cannot be removed by hand and resulting holes filled with top soil.
- S Care of Beds: All planter beds and shrubbery beds shall be weeded as often as necessary to present a neat, well-maintained appearance at all times.
- S Pruning Trees: All trees shall be pruned as often as necessary to present a neat and well-groomed appearance at all times. Pruning shall be accomplished using the good commercial practices and/or as directed by the COR or Alternate COR. Wounds larger than 1 inch in diameter shall be painted with tree wound paint.
- S Mulching Shrubs and Trees: Contractor shall mulch the first month of the growing season and maintain a loose three-inch mulch over the shrubbery beds and around trees through the growing season. The mulching material shall be pine bark or other materials approved by the COR or Alternate COR. All mulch should be treated as necessary to prevent insect infestation.
- S Herbicides: Contractor shall apply herbicide to kill all weeds and other foreign

grasses. Application shall be applied two times, once between March 15 and April 15 and again between October 15 and October 30. Chemicals used shall be as recommended by the Anderson County Agricultural Extension Agent or as agreed on and approved by the COR or the Alternate COR. Application will be

applied using good commercial practices following procedures prescribed by the manufacturer. Necessary precautions will be taken to protect all trees and shrubbery from damage.

- S Pesticides: All trees and shrubbery shall be sprayed thoroughly or treated to control insects and pests. Materials used shall be as recommended by the Anderson County Agricultural Extension Agent and applied using good commercial practices.
- S Fertilizing:
 - S Grass: Contractor shall furnish and apply fertilizer twice annually in conjunction with herbicidal treatment. Areas to be fertilized shall be tested for soil condition and appropriate mixture applied following the good commercial practices and manufacturer's instructions. Written tests of soil condition must be provided to the COR or Alternate COR for approval.
 - S Shrubbery: All shrubbery shall be fertilized twice annually using 6-8-6 or 4-12-12 fertilizer. This shall be applied in the spring and fall on a schedule approved by the COR or the Alternate COR. Fertilizer shall be applied uniformly around the shrubbery at the rate of 4 pounds per 100 square feet. Materials used shall not be allowed to get on the foliage and to accumulate around the main stem.
 - S Trees: See requirements for shrubbery.
- S Watering: Contractor shall maintain a watering schedule of all lawn areas, shrubs, etc., which will produce effective results and no excess dryness. Such schedules will be coordinated with the COR or Alternate COR.
- S Seeding: Seeding will be accomplished, where applicable, once in the late fall using the good commercial practices and following the manufacturer's instructions. Seeds shall be of like kind predominant in existing lawn area.
- S Reporting of Disease: The contractor is responsible for observance of all trees, shrubs, and grass for disease and to treat as necessary. The COR or Alternate COR shall be advised prior to treatment application for approval.

- S Raking: The contractor shall be responsible for raking all leaves and removing from Government property.

5.0 Optional Services

- S Shrubbery and Foliage. The contractor shall obtain quotes from the contractor for the purchase of additional shrubbery and foliage. This could be due to acts of God, or additional beautification. Any quote that exceeds \$500, the contractor shall seek competition and provide this information to the COR or Alternate COR. The purchase of additional shrubbery and/or foliage requires preapproval by the CO. The contractor shall provide the CO a price breakdown of the plants and the labor for planting. If approved, the contractor shall purchase and plant the additional shrubbery and foliage per written task order by CO.

- S Grounds/Lawn Maintenance. The contractor shall provide same or like services as provided under this contract at other facilities on a per request basis. Fixed hourly rates will apply as indicated in Section B for the optional services for each respective year of performance.

NOTE: The Government still reserves the right to obtain shrubbery and foliage or other additional work from another source other this contractor.

6.0 Applicable Directives

- ! FAR 52.237-1 Site Visit
- ! Occupational Safety and Health Administration specifications for Equipment, Supplies, Materials
- ! DOE Safety DOE O 440.1A, and Title 29 Code of Federal Regulation 1900
- ! Resource Conservation and Recovery Act (RCRA)
- ! Clean Air Clean Water Act

C.2 DELIVERABLES

TO BE SUBMITTED WITH RFP AND AFTER AWARD AS UPDATED OR AMENDED PRIOR TO CHANGE IN CHEMICALS USED, MANAGEMENT PERSONNEL ASSIGNMENTS, OR RELEVANT COMPANY POLICIES

Health and Safety Plan - details company policies to ensure safe working environment

and should include a blood borne pathogen and hazardous communication programs, including material safety data sheets and chemical inventory

Quality Control Program - details efforts company will take to ensure quality work is being performed on tasks

The contractor shall establish, for the approval of the COR or Alternate COR, a complete quality control program to assure the requirements of the contract are provided as specified. The contractor shall submit a copy of his program with the RFP. The program shall include, but not be limited to, the following:

- S** An inspection system covering all the services stated in the Performance Requirements section of this contract. A checklist used in inspecting contract performance during regularly scheduled or unscheduled inspections. The name(s) of the individual(s) who will perform the inspection and frequency of inspections. Frequency shall be no less than monthly.
- S** A system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or the government inspectors point out the deficiencies.
- S** A file of all inspections conducted by the contractor and the corrective action taken. This documentation shall be made available to the Government at any time during the term of the contract.
- S** When no onsite supervision is required, the contractor shall include as a part of his or her program an inspection schedule of no less than bi-monthly or as agreed by the COR or Alternate COR.
- S** Onsite productive employees are not authorized to conduct inspection of work performed by themselves or other productive employees for the quality control program. The contractor must assign a qualified company employee to implement this program where onsite supervision is required.
- S** Ensure company policies to maximize recycling and reduction of waste and to ensure compliance with the Resource Conservation and Recovery Act (RCRA).

WEEKLY AND/OR MONTHLY ASSIGNMENT REPORTS

Work Assignment Report - details, dates, location and description of actual work assignments. At least twice a year, the weekly work assignment report must provide results of soil test (see fertilization, Section 5.0) as well as notification of completion of

lawn treatment (see herbicide/pesticide, Section 5.0).

The contractor shall submit to the COR and Alternate COR a monthly work report of the jobs performed for comparison with the schedule requirements. The report shall include all periodic work performed. Such reports will specify the location where the work has been completed. The COR or Alternate COR will examine the contractor's work and work report routinely.

Weekly Reports by the Contractor shall certify in writing to the COR and Alternate COR when all chemical work is performed - herbicide, pesticide, fertilization, and seeding has been accomplished as specified.

Milestone Schedule/Plan - details proposed annual work schedule for accomplishment of assigned tasks meeting all frequency specifications stated within Section C., subsection 4.0, Performance-Based Requirements of this Statement of Work

Fifteen days after award of the contract, and annually thereafter if options are exercised by the Government, the contractor shall submit for approval to the COR or Alternate COR an annual schedule of his program. The program shall include, but not be limited to, the following:

- S An inspection system covering all the services stated in the Section C., subsection 4.0, Performance-Based Requirements of this contract. A checklist used in inspections. The name(s) of the individual(s) who will perform the inspection.
- S The checklist shall include every area of the operation serviced by the contractor as well as every task required to be performed.
- S A system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or the Government inspectors point out the deficiencies.
- S A file of all inspections conducted by the contractor and corrective action taken. This documentation shall be made available to the Government during the term of the contract.

Formal Documentation that Employer has Informed Employees of Work Hazards - details list of hazardous chemicals to be use and personal protective equipment required due to nature of the chemicals or nature of work effort required.

C.3 INSPECTION REQUIREMENTS

When no onsite supervision is required, the contractor shall include as a part of his or her program an inspection schedule of no less than bi-monthly or as agreed by the COR or Alternate COR.

- S** Onsite productive employees are not authorized to conduct inspection of work performed by themselves or other productive employees for the quality control program. The contractor must assign a qualified company employee to implement this program where onsite supervision is required.
- S** Oversee company policies to maximize recycling and reduction of waste and to ensure compliance with the Resource Conservation and Recovery Act (RCRA).

SECTION D - CONTRACT ADMINISTRATION/SPECIAL CONTRACT REQUIREMENTS

D. 1 Term of Contract

D. 2 Obligation of Funds

D. 3 Payment Adjustments for Services not Meeting Contract Requirements

D. 4 Key Personnel

**D.5 ORO G20 Contracting Officer's Representative (COR)
(MAY)**

D.1 TERM OF CONTRACT

The term of this contract consists of a 1-year base period of performance. However, at the Government's sole discretion, this contract may be extended by exercise of an option(s) period(s) pursuant to the clause in Section E entitled "Option to Extend the Term of Contract."

D.2 OBLIGATIONS OF FUNDS

This contract is fully-funded and total funds in the amount of \$ TBD are obligated and made available for payment of allowable costs and fee to be incurred from the effective date of this contract through the period estimated to end 10/31/01.

D.3 PAYMENT ADJUSTMENTS FOR SERVICES NOT MEETING CONTRACT REQUIREMENTS

In accordance with FAR 52.212-4, Contract Terms and Conditions -- Commercial Items (May 1999), paragraph (a) Inspection/Acceptance, payments may be adjusted if any services do not conform with the contract requirements.

- (a) The Contracting Officer, Contracting Officer's Representative, or Alternate Contracting Officer's Representative will inform the Contractor, in writing, of the defect and dollar amount of proposed deductions by the 10th workday of the month following the performance period for which the deductions are to be made.
- (b) The Contractor may, within 10 days of receipt of the notification of the proposed deductions, provide to the Contracting Officer specific facts that justify reconsideration and/or adjustments of the amount to be deducted. Failure to respond within the 10-day period will be interpreted to mean that the Contractor accepts the deductions proposed.
- (c) Payments of a voucher, invoice, or other routine request for payment will not be delayed or withheld. After reviewing all data submitted under paragraphs(a) and (b) of this section, the Contracting Officer's Representative will determine if any of the proposed deductions are believed to be warranted; notify the Contractor of his/her determination; and make any adjustments in payment of the invoice in accordance with the attached deduction schedule, if necessary. Should the Contractor disagree with the Contracting Officer's Representative determination of the adjustment, the Contractor may file a "claim" in accordance with the Disputes clause, FAR 52.233-1.
- (d) The Contractor shall proceed with performance of this contract, pending final

resolution of any dispute arising under the contract.

CRITERIA FOR DEDUCTION

	Per Unit	Base Year	Option I	Option II	Option III	Option IV
1. Failure to maintain grass as specified.....	1,000sq.ft	\$1.77	\$1.95	\$2.14	\$2.36	\$2.59
2. Failure to edge grass as specified.....	100 lin.ft	1.36	\$1.50	\$1.65	\$1.81	\$1.99
3. Failure to police up at end of work day.....	1,000sq.ft	0.57	\$0.63	\$0.69	\$0.76	\$0.83
4. Failure to fertilize grass, shrubbery and trees as specified in contract.....	1,000sq.ft	5.31	\$5.84	\$6.43	\$7.07	\$7.77
5. Failure to deweed planter beds as specified.....	100 sq. ft	3.54	\$3.89	\$4.28	\$4.71	\$5.18
6. Failure to trim shrubbery as specified.....	per shrub	4.43	\$4.87	\$5.36	\$5.90	\$6.49
7. Failure to spray pesticides as s p e c i f i e d p e r application.....	per shrub	4.43	\$4.87	\$5.36	\$5.90	\$6.49
8. Failure to provide mulch as specified.....	1,000sq.ft	4.43	\$4.87	\$5.36	\$5.90	\$6.49
9. Failure to prune trees as specified.....	per tree	17.71	\$19.48	\$21.43	\$23.57	\$25.93
10. Failure to apply herbicide as specified.....	1,000sq.ft	3.54	\$3.89	\$4.28	\$4.71	\$5.18
11. Failure to water on schedule as specified.....	1,000sq.ft	0.89	\$0.98	\$1.08	\$1.18	\$1.30
12. Failure to seed as specified	1,000sq.ft	8.87	\$9.76	\$10.73	\$11.81	\$12.99
13. All other omitted or unsatisfactory work will be deducted for at an hourly rate.....	per hour	12.49	\$13.74	\$15.11	\$16.62	\$18.29

D.4 KEY PERSONNEL

The personnel specified below are considered essential to the work being performed hereunder. The Contracting Officer is to be notified reasonably in advance of diverting of, or substitution for, any of these individuals. That period of time shall not be less than 30 days. No diversion shall be made by the Contractor without the written consent of the Contracting Officer, provided that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. This clause may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

<u>NAME</u>	<u>TITLE</u>
_____	_____
_____	_____

D.5 ORO G20 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (MAY 1997)

The Contracting Officer's Representative will be designated by separate letter and will represent the Contracting Officer in the technical phases of the work. A copy of this designation letter shall be furnished to the Contractor. The COR is not authorized to change any of the terms and conditions of this contract. Changes in the Scope of Work will be made only by the Contracting Officer by properly written modification(s) to the contract. Additional Contracting Officer's Representative(s) for other purposes as required may be designated in writing by the Contracting Officer.

[End of Clause]

SECTION E - CONTRACT TERMS AND CONDITIONS

- E.1 52.212-4 Contract Terms and Conditions – Commercial Items (May 1999).
- E.2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (AUG 2000) Alternate I (FEB 2000)
- E.3 52.217-8 Option to Extend Services (NOV 1999)
- E.4 52.217-9 Option to Extend the Term of Contract
- E.5 ORO H35 Safety and Health (MAY 1997)
- E.6 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
- E. 7 FAR 52.2432-1 Changes - Fixed Price (Alternate I)

E.1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 1999)

- (a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the

commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The

Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if electronic funds transfer payment is made.

- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
 - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all

rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

[End of Clause]

E.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2000) Alternate I (FEB 2000)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

XX (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I to 52.219-5

___ (iii) Alternate II to 52.219-5

___ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

___ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

XX (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

___ (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102,

and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

— (ii) Alternate I of 52.219-23.

— (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

— (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

XX (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

XX (12) 52.222-26, Equal Opportunity (E.O. 11246).

XX (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era. (38 U.S.C. 4212).

XX (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

XX (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

— (16) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

— (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(I)(2)(C)).

XX (17) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).

— (18) (i) 52.225-3, Buy American Act--North American Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

— (ii) Alternate I of 52.225-3.

— (iii) Alternate II of 52.225-3.

— (19) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

- ___ (20) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ___ (21) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- ___ (22) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- XX (23) 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration (31 U.S.C. 3332).
- ___ (24) 52.232-34, Payment by Electronic Funds Transfer-- Other than Central Contractor Registration (31 U.S.C. 3332).
- ___ (25) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- ___ (26) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ___ (27) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- ___ (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- XX (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).
- XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- XX (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

— (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

— (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(d) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components—

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

[End of Clause]

E.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

[End of Clause]

E.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed October 31, 2005

[End of Clause]

E.5 ORO H35 SAFETY AND HEALTH (MAY 1997)

The Contractor shall take all reasonable precautions in the performance of the work under this contract to protect the safety and health of employees and of members of the public and shall comply with all applicable safety and health regulations and requirements set forth in 29 CFR Part 1910, Occupational Safety and Health Standards for General Industry, and 29 CFR Part 1926, Occupational Safety and Health Standards for Construction Industry. In addition, all workers shall wear eye and head protection that complies with American National Standards Institute (ANSI) Z87.1, Z89.1 and Z89.2 at all times while in designated construction or operational areas.

[End of Clause]

E.6 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

[End of Clause]

E.7 52.243-1 CHANGES–FIXED-PRICE (AUG 1987) Alternate I (APR 1984)

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
 - (1) Description of services to be performed.
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.)
 - (3) Place of performance of the services.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (c) The contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

[End of Clause]

SECTION F - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

1. Attachment 1: Wage Determination under Service Contract Act
2. Attachment 2: 52.212-3 Offeror Representations and Certifications – Commercial Items (FEB 2000) Alternate III (JAN 1999)

**THIS PAGE RESERVED FOR ATTACHMENT 1, WAGE DETERMINATION
UNDER SERVICE CONTRACT ACT**

Pull this document from the DOE/ORO Website.

ATTACHMENT 2

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (FEB 2000) Alternate III (JAN 1999)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

- (1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (4) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.
- (5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror

or first-tier subcontractors) amount to more than 50 percent of the contract price:

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(6) Not Applicable

(7) Not Applicable

(8) (Reserved)

(9) **HUBZone small business concern.** [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that—

(I) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

_____.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) Not Applicable

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that—

- (1) The offeror and/or any of its principals ☐ are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ☐ are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

[End of Provision]

SECTION G - SOLICITATION PROVISIONS

- G.1 52.216-1 Type of Contract (APR 1984)
- G.2 52.237-1 Site Visit (APR 1984)
- G.3 Site Tour/Registration
- G.4 52.212-1 Instructions to Offerors – Commercial Items (MAR 2000)
- G.5 Additional Proposal Instructions to Offerors – Commercial Items
- G.6 52.212-2 Evaluation – Commercial Items (JAN 1999)

Attachments:

- G-1 - Site Tour Registration Form
- G-2 - Corporate Reference Information Form
- G-3 - Past Performance Survey

SOLICITATION PROVISIONS

G.1 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Fixed-Price contract resulting from this solicitation.

[End of Provision]

G.2 52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

G.3 SITE TOUR/REGISTRATION

Site Tour/Registration

A site tour will be held as indicated below:

Time: 9:00 a.m.

Date: September 26, 2000

Place: Joe L. Evins Federal Building (Lobby)
200 Administration Road
Oak Ridge, Tennessee 37830

Please register for the site tour by completing the Site Tour Registration Form (Attachment G-1) and return to Kay Brown, U. S. Department of Energy, Oak Ridge Operations, Procurement and Contracts Division, P. O. Box 2001, Oak Ridge, Tennessee 37831., electronic mail at brownkd@oro.doe.gov, or fax to (865) 241-2549. Form should be received by DOE by noon on September 25, 2000. No questions will be permitted during the conduct of the Site Tour; however, written questions will be permitted and written answers will be provided on DOE/ORO Procurement homepage for this solicitation.

G.4 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (MAR 2000) (Modified)

- (a) Standard industrial classification (SIC) code and small business size standard.
The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—
- (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This must include: (1) Key Personnel resumes; (2) Corporate References; (3) Health and Safety Plan, and (4) Quality Control Program Plan. The offeror may also include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3;
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers.
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:00 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was

under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100, 470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179
Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

- (ii) Order forms, pricing information, and customer support information may be obtained–

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

- (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

- (j) Data Universal Numbering System (DUNS) Number. [Applies to offers exceeding \$25,000.] The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of the local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet Home Page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

[End of Provision]

G.5 ADDITIONAL PROPOSAL INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS

The following information must be submitted with the offeror's proposal for technical evaluation.

- (a) Key Personnel Resumes.

The Offeror must submit resumes for key personnel that is/are identified in Section D.4. These identified personnel must include, at a minimum, management and/or supervisory employees who will manage and assign tasks. All supervisory personnel engaged in directing the work to be accomplished under this contract shall possess at a minimum 2 years of recent (within the past 5 years) and successful experience in directing grounds maintenance type operations in a supervisory capacity. Resumes shall address qualifications and experience relevant to the proposed position and include the following:

- (1) The full name of the proposed supervisor.

- (2) A detailed description of the previous 5 years' employment history.
- (3) The name(s) and address(es) of the companies for whom the proposed supervisor worked for the past 5 years, along with the name(s) and telephone number(s) of his or her immediate supervisor for reference.
- (4) Evidence that the proposed supervisor has at least a high school education or equivalent or formal training in supervision which demonstrates the capabilities for successful supervision

Offerors are advised that DOE/ORO may contact any or all references and other third parties and reserves the right to use any information received as part of its evaluation.

(b) Corporate Reference Forms and Past Performance Data.

The offeror shall complete a Corporate Reference Information Form (see Attachment G-2) for each reference. References should be focused on the five most recently awarded contracts for similar efforts and in place for at least three months. Efforts should be similar in terms of the size, scope, and complexity to this procurement. The offeror should provide information on problems encountered on the identified contracts and the offeror's corrective actions.

The offeror is responsible for obtaining the past performance information from its references. The offeror shall provide the Past Performance Survey (Attachment G-3) to the offeror's references along with a stamped envelope addressed as follows:

U.S. Department of Energy
Oak Ridge Operations Office
Procurement and Contracts Division
Attention: Kay R. Brown, AD-424
RFP: DE-RP05-00OR22828
P.O. Box 2001
Oak Ridge, Tennessee 37831

The offeror shall be responsible for assuring, to the extent possible, that the past performance information is returned to DOE by each reference by the due date for the proposals. The Past Performance Survey must be submitted directly from the reference to DOE either by U.S. Postal mail or be facsimile to 865-241-2549. Receipt of the surveys by DOE is not subject to the

provisions of the clause regarding “Late submissions, modifications, revisions, and withdrawals of offers.”

The Past Performance Survey will be used to collect information; however, the Government may consider information in other forms and from any source, and may conduct evaluations based on any number of returned Past Performance Surveys. If the offeror has past performance information that is not for similar scope of work, the offeror will be evaluated slightly lower than if the past performance information were for similar services.

Once completed, the Corporate Reference Information Form and the Past Performance Survey will become part of Source Selection Information – See FAR 3.104.

(3) Health and Safety Plan and Quality Control Program Plan.

The Offeror must submit a Health and Safety Plan and Quality Control Program Plan as described in Section C.2, Deliverables.

[End of Provision]

G.6 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999) (Modified)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation is considered to be the best value to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Evaluation Factors and Overall Relative Importance: The following technical evaluation factors are provided in the order of relative importance:

Past Performance and Corporate Experience

Technical Capabilities (Key Personnel, Safety and Health Plan , and Quality Assurance Plan)

Past Performance and Corporate Experience is of slight greater importance than Technical Capabilities (Key Personnel, Safety and Health, and Quality Assurance Plan). Failure to provide the requested information as described in Sections G.4 and G.5, as well as providing inaccurate or incomplete

information may be considered by the Government as an indication of competency and may be evaluated as a weaknesses.

The technical evaluation factors are significantly of greater importance than Price. The apparent advantages of technical merit will be weighted against the fair and reasonable price to determine which offer is considered to be the best value and in the overall best interest of the Government. If after evaluation, two or more offers are considered essentially technically equal, the fair and reasonable price to the Government may be the deciding factor for award.

- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

[End of Provision]

Attachment G-1

ATTACHMENT G-1

SITE TOUR REGISTRATION SHEET

I will attending: _____ Site Tour _____

Please Type or Print:

Full Name: _____

Visitor's Title: _____

Company Name: _____

Company Address: _____

Telephone Number: _____

NOTE: Form must be received by DOE by September 25, 2000. Send to Kay Brown via facsimile (865)241-2549 or e-mail at brownkd@oro.doe.gov.

Attachment G-2

CORPORATE REFERENCE INFORMATION FORM

Reference No.: _____ OF _____

Name of Offeror: _____

Name of affiliate company contract awarded to if different from offeror:

Client Name: _____

Contract No.: _____

Client Point of Contact: _____

Title: _____

Telephone/Fax No.: _____

Address: _____

Alternate Point of Contact: _____

Title: _____

Telephone/Fax No.: _____

Address: _____

Start Date: _____ Completion/Termination Date: _____

Provide reason if terminated for cause: _____

Type of Contract: _____ Dollar Amount (Base & Options: _____

Brief Description of Services Related to this RFP.

**This form contains Source Selection Information when completed.
See FAR 3.104**

Attachment G-3

PAST PERFORMANCE SURVEY

1. Contract Information

- A. Name of Company Being Evaluated: _____
- B. Address: _____
- C. Contract Number: _____
- D. Contract Type: _____
- E. Contract Value (Including Options): _____
Period of Performance From: _____ To: _____
Total Contract Value: _____
Years of Effort Completed: _____
- F. Brief Description of Services: _____

- G. During the contract being evaluated, this firm was the:
__Prime Contractor; __Significant Subcontractor; ____ Team Member;
__Other (describe)
- H. If given the opportunity to award a contract to this firm again, would you?
__Yes, __No __.
If no, explain: _____

- I. Does a corporate of business relationship outside this contract exist between the firm being evaluated and your organization?
__Yes, __No __.
If so, describe: _____

2. Evaluator Information

Name: _____

Title: _____

Agency/Company: _____

Address: _____

Phone: _____ FAX: _____

Signature: _____ Date: _____

This form contains Source Selection Information when completed.
See FAR 3.104

Attachment G-3
Page 2 of 2

Please circle the number you assign to the rating in the appropriate column of the Contractor's overall performance in each of the factors listed. The following scale should be used in rating the performance:

Excellent (10); Good (7-9); Adequate (5-6); Neutral (4); Poor (1-3); N/A

Check "N/A" if the factor does not apply to your contract.

EVALUATION FACTOR	PERFORMANCE LEVEL					
Overall rating of Contractor's customer satisfaction	10	9	8	7	6	5 4 3 2 1
Overall rating of Contractor's Quality of Product/Service	10	9	8	7	6	5 4 3 2 1
Overall rating of Contractor's cost control performance	10	9	8	7	6	5 4 3 2 1
Overall rating of Contractor's timeliness of performance	10	9	8	7	6	5 4 3 2 1
Overall rating of Contractor's business relations with firm	10	9	8	7	6	5 4 3 2 1
Overall rating of Contractor's compliance with safety standards	10	9	8	7	6	5 4 3 2 1

Comments: _____

RETURN BY 10/10/00 TO KAY BROWN, FAX: (865)241-2549 OR EMAIL: brownkd@oro.doe.gov

This form contains Source Selection Information when completed.
See FAR 3.104